

**Paper Handlers' and Sheet Straighteners' Union Local No. 1, International Printing and Graphic Communications Union, AFL-CIO and American Bank Note Company and New York Plate Printers' Union, Local No. 58, International Plate Printers', Die Stampers' & Engravers' Union of North America, AFL-CIO. Case 2-CD-628**

March 25, 1981

## DECISION AND DETERMINATION OF DISPUTE

This is a proceeding under Section 10(k) of the National Labor Relations Act, as amended, following a charge filed by American Bank Note Company, herein called the Employer, alleging that Paper Handlers' and Sheet Straighteners' Union, Local No. 1, International Printing and Graphic Communications Union, AFL-CIO, herein called the Respondent or the Paper Handlers, had violated Section 8(b)(4)(D) of the Act by engaging in certain proscribed activity with an object of forcing or requiring the Employer to assign certain work to employees it represented rather than to employees represented by New York Plate Printers' Union, Local No. 58, International Plate Printers', Die Stampers' & Engravers' Union of North America, AFL-CIO, herein called Plate Printers.

Pursuant to notice, a hearing was held before Hearing Officer Michael J. DiMattia on December 5, 1980. All parties appeared and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to adduce evidence bearing on the issues.<sup>1</sup>

Upon the entire record in this proceeding, the Board makes the following findings:

### I. THE BUSINESS OF THE EMPLOYER

The parties stipulated, and we find, that the Employer, a New York corporation with its principal place of business in Bronx, New York, is engaged in the printing of securities, bonds, and similar documents. During the past year, the Employer purchased goods from outside the State of New York having a value in excess of \$50,000. The parties also stipulated, and we find, that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

### II. THE LABOR ORGANIZATIONS INVOLVED

The parties stipulated, and we find, that Paper Handlers' and Sheet Straighteners' Union, Local

No. 1, International Printing and Graphic Communications Union, AFL-CIO, and New York Plate Printers' Union, Local No. 58, International Plate Printers', Die Stampers' & Engravers' Union of North America, AFL-CIO, are labor organizations within the meaning of Section 2(5) of the Act.

### III. THE DISPUTE

#### A. Background and Facts of the Dispute

The Employer recently purchased a Giori printing press, the only one in the New York area, to use in printing multicolored foreign currency. Most of the printing presses used by the Employer use two types of paper: the document paper, on which the document is printed, and a drying medium of some sort that separates the printed documents while they dry. The document paper is fed into most presses by an automatic feeding mechanism; the paper is stacked manually on a platform that rises automatically as the paper is fed from the top of the stack into the press. Employees represented by the Plate Printers have traditionally stacked the document paper on the press and that work is not in dispute here. The drying medium used in most presses is a paraffin roll, which is loaded onto a spindle that feeds the paraffin into the press. This job has traditionally been performed by employees represented by the Paper Handlers, and is not in dispute here. The Giori press does not use paraffin rolls as a drying medium; rather, it uses sheets of interleaving tissue paper that are fed into the press by a mechanism similar to that which feeds the document paper: the interleaving sheets are stacked on a platform that rises automatically as the sheets are fed into the press.

#### B. The Work in Dispute

The work in dispute involves the stacking of the sheets of interleaving tissue paper on the automatic feeding mechanism of the Giori press at the Employer's Bronx, New York, facility.

#### C. The Contentions of the Parties

The Employer contends that it has assigned the stacking of the interleaving sheets on the Giori press to employees represented by the Plate Printers for reasons of economy and efficiency, and prefers to continue that assignment. According to the Employer, the press operator, represented by the Plate Printers, is always at the press and available to load paper as needed. Moreover, the operator is responsible generally for the press and is most familiar with it, and the Employer prefers to have one employee accountable for any problems occur-

<sup>1</sup> By an order dated February 23, 1981, the Board granted the Charging Party's motion to correct the transcript in certain respects.

ring with the press. The Plate Printers agreed with the contentions of the Employer.

The Paper Handlers contends that the disputed work should properly be assigned to employees it represents because the collective-bargaining agreement with the Employers states that the employees it represents are responsible for the handling of paper in the Employer's operation, and this work is the handling of paper. Traditionally, employees represented by the Paper Handlers have loaded the drying medium into presses. The Paper Handlers denies that assignment of the work to the employees it represents would be costly or inefficient; rather, it contends that those employees could perform this function in the course of their other duties, which consist mainly of transporting the stacks of paper—both document paper and drying paper—to and from the presses, and that no additional employees would be needed to stack the interleaving sheets onto the Giori press.

#### *D. Applicability of the Statute*

Before the Board may proceed with a determination of the dispute pursuant to Section 10(k) of the Act, it must be satisfied that there is reasonable cause to believe that Section 8(b)(4)(D) has been violated and that the parties have not agreed upon a method for the voluntary adjustment of the dispute.

The parties stipulate, and we find, that on or about October 21, 1980, Patrick Flannery, representing the Paper Handlers, told George McConnin, director of industrial relations for American Bank Note Company, that if the disputed work were not reassigned to employees represented by the Paper Handlers, the Paper Handlers would take an unspecified "job action." No party contends that they have agreed upon a method for the voluntary adjustment of this dispute. On the basis of the entire record, we conclude that there is reasonable cause to believe that a violation of Section 8(b)(4)(D) has occurred and that there exists no agreed-upon method for the voluntary adjustment of the dispute within the meaning of Section 10(k) of the Act. Accordingly, we find that this dispute is properly before the Board for determination.

#### *E. Merits of the Dispute*

Section 10(k) of the Act requires the Board to make an affirmative award of disputed work after giving due consideration to various factors.<sup>2</sup> The Board has held that its determination in a jurisdictional dispute is an act of judgment based on com-

monsense and experience reached by balancing those factors involved in a particular case.<sup>3</sup>

The following factors are relevant in making the determination of the dispute before us:

1. Collective-bargaining agreements, company practice, and the nature of the work

The Employer is a party to a collective-bargaining agreement between the Printers League Section, a multiemployer bargaining agent, and the Paper Handlers, which defines the work of "Paper and/or Roll Handlers," the employees here represented by the Paper Handlers. Section 66 of that agreement says, "The handling, hauling, packing, loading or unloading of paper in sheet form, whether packed in bundles . . . cased, baled, or upon platforms, printed or unprinted, comes under this classification . . . provided that this does not apply to the handling of job press work printed or unprinted . . . ." The Paper Handlers contends that this contractual provision entitles the employees they represent to perform the disputed work. The contract between the Employer and the Plate Printers does not specify the tasks to be performed by employees that Union represents, except to say that they are "engaged in production as Plate Printers and as Plate Provers" and that the employees to whom the disputed work has been assigned must be "qualified . . . to operate [Employer's] rotary press equipment." However, it appears from the record that the employees represented by the Plate Printers "handle" document paper when they load it onto the automatic feeding mechanisms of the presses. It thus appears that the Paper Handlers contractual provision does not include all handling of paper, but only that which is traditionally the work of paper or roll handlers in the industry. The word "platform" in this provision refers, it would seem, to the "skids" on which stacks of paper are transported by the paper handlers from one part of the plant to another.

Because there is only one Giori press in the New York area, the only relevant past practice is that of the Employer. The Giori press is the only press that uses sheet paper as a drying medium, and the drying medium is fed into the press from a fixed platform—as opposed to a removable platform—automatic feeding mechanism. Where an employer institutes a new production process, the Board will determine "company practice" regarding work assignment by comparing the nature of the tasks involved in the new process to the tasks traditionally performed by employees, rather than comparing

<sup>2</sup> *N.L.R.B. v. Radio & Television Broadcast Engineers Union, Local 1212, International Brotherhood of Electrical Workers, AFL-CIO* [Columbia Broadcasting System], 364 U.S. 573 (1961).

<sup>3</sup> *International Association of Machinists, Lodge No. 1743, AFL-CIO (J. A. Jones Construction Company)*, 135 NLRB 1402 (1962).

the *function* in the production process of the disputed work to that of the employees' traditional work.<sup>4</sup> Therefore, the important characteristic of the work disputed here is not that it involves introducing a drying medium into the press such as the mounting of paraffin rolls onto spindles—which is the work of paper handlers—but that it involves the stacking of sheets of paper onto a platform that is an integral part of the press. In the latter respect, the work is no different than stacking document paper onto the automatic feeding mechanism, which is traditionally the work of the press operator, represented by the Plate Printers. Therefore, we find that these factors favor assignment of the disputed work to employees represented by the Plate Printers.

## 2. Skills, economy, and efficiency

It appears from the record that the disputed work requires little skill, and that an employee can be quickly trained to perform it. The Employer contends that the press operator, represented by the Plate Printers, can stack the interleaving paper onto the Giori press in the course of his other duties, and would be immediately available when the paper is required. However, it appears from the record that the same would be true of the employees represented by the Paper Handlers, inasmuch as they are ultimately responsible for providing paper to the presses—thus, they must supply stacks of paper on skids as it is needed—and their duties include loading the drying medium onto other presses. Therefore, these factors do not favor an award of the disputed work to either group of employees.

## 3. The Employer's preference

The Employer prefers to continue assigning the disputed work to employees represented by the Plate Printers.

<sup>4</sup> Cf. *International Union of Operating Engineers, Local 8 and/or 399, AFL-CIO (Pabst Brewing Co.)*, 238 NLRB 1302, 1304 (1978) (contractual provision and past practice regarding assignment of tasks involved in old method of water purification irrelevant to assignment of different tasks required for a new method).

## Conclusion

Upon the record as a whole, and after full consideration of all relevant factors involved, we conclude that employees who are represented by the New York Plate Printers' Union Local No. 58 are entitled to perform the work in dispute. We reach this conclusion relying on the nature of the task as compared to the nature of tasks performed in the past by the Plate Printers and the Paper Handlers at the Employer's facility, and on the Employer's preference. In making this determination, we are awarding the work in question to employees who are represented by New York Plate Printers' Union Local No. 58, but not to that Union or its members. The present determination is limited to the particular controversy which gave rise to this proceeding.

## DETERMINATION OF DISPUTE

Pursuant to Section 10(k) of the National Labor Relations Act, as amended, and upon the basis of the foregoing findings and the entire record in this proceeding, the National Labor Relations Board makes the following Determination of Dispute:

1. Employees of American Bank Note Company, who are represented by New York Plate Printers' Union Local No. 58, are entitled to stack sheets of interleaving paper onto the platform of the automatic feeding mechanism of the Giori press at the Employer's Bronx, New York, facility.

2. Paper Handlers' and Sheet Straighteners' Union Local No. 1, is not entitled by any means proscribed by Section 8(b)(4)(D) of the Act to force or require American Bank Note Company to assign the disputed work to employees represented by that labor organization.

3. Within 10 days from the date of this Decision and Determination of Dispute, Paper Handlers' and Sheet Straighteners' Union Local No. 1, shall notify the Regional Director for Region 2, in writing, whether or not it will refrain from forcing or requiring the Employer, by means proscribed by Section 8(b)(4)(D) of the Act, to assign the disputed work in a manner inconsistent with the above determination.